

Massachusetts Historical Commission/City of Newton
joint preservation restriction on
Allen House, 35 Webster Street, West Newton

Recorded December 4, 1980

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Book 14154, Page 426

BK 14154 PG 426

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PRESERVATION RESTRICTION

DEC 4 1966 10 12 AM REC-12 H51M PM

The Allen School and House Preservation Corp., a Massachusetts charitable corporation having an office at 35 Webster Street, Newton, Massachusetts (the "Grantor"), for nominal consideration, hereby grants to the Massachusetts Historical Commission, an instrumentality of the Commonwealth of Massachusetts with an address of 294 Washington Street, Boston, Massachusetts and the City of Newton, a municipality of the Commonwealth of Massachusetts with an address of 1000 Commonwealth Avenue, Newton, Massachusetts acting by and through its Historical Commission, or its successor (the "Grantees") a Preservation Restriction over the premises in Newton, Middlesex County, Massachusetts, known as and numbered 35 Webster Street, and located at the northeasterly intersection of Cherry Street and Webster Street, as more particularly described in a deed to Grantor recorded in the Middlesex South District Registry of Deeds in Book 13607, Page 253 (the "Premises"). This Preservation Restriction hereby granted shall be perpetual as to the City of Newton and shall be for ten (10) years, as to the Massachusetts Historical Commission. This Preservation Restriction is intended to insure the architectural and historical integrity of those portions of the buildings on the

Premises which are visible from the exterior and the entire parcel of land on which the buildings are located and, including without limitation upon the generality of the foregoing, plantings and site features which are a portion of the Premises. The Premises have been listed on the National Register of Historic Places under the provisions of the National Historic Preservation Act of 1966 (80 Stat. 915). Architectural and historical integrity shall be defined as those significant characteristics which originally qualified the buildings for entry in the National Register of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship and environment for a period of thirty (30) years from the date of execution of this instrument in a manner reasonably satisfactory to the Grantees. Nothing herein shall prohibit the Grantor from seeking financial assistance from any sources available to the Grantor.

2. Maintenance of Grounds: The Grantor agrees to maintain the grounds on the Premises in a landscaped environment

consistent with the historical character of the buildings thereon. Nothing herein shall prohibit the parking on the Premises of motor vehicles in use by the Grantor or occupants or visitors to the Premises. However, the number of parking spaces located on the Premises at any one time shall be limited to forty (40), and all changes or additions to currently existing spaces and roadways shall be subject to the review procedure contained in Paragraph 4.

3. Inspection: The Grantor agrees that the Grantees may, upon prior notice, during reasonable business hours, inspect the Premises from time to time during the length of this Preservation Restriction to ensure that the Grantor is in compliance with reasonable standards of maintenance and administration.

4. Alterations: The Grantor agrees that no alterations to the Premises shall be made unless (a) they constitute ordinary repairs and maintenance clearly of minor nature which do not alter the character of existing details or features and not affecting architectural and historical values, (b) the Grantees have previously determined that the proposed alterations will not seriously impair architectural and historical values after reviewing plans and specifications submitted by the Grantor, or (c) such alterations are required as

the result of damage to Premises, provided that alterations in an amount greater than forty (40%) percent of its fair market value shall be reviewed by the Grantees, as set forth in 4(b) above. In the event that the Grantees have not responded to Grantor's request for approval of alterations under paragraph 4(b) or 4(c) within sixty (60) days of receipt after mailing by certified mail, return receipt requested, to the Newton Historical Commission or its successor, Attention: Chairperson, c/o Planning Department, Newton City Hall, Newton, Massachusetts 02159, of detailed plans and specifications reasonably satisfactory to the Grantees therefor, the Grantees shall be deemed to have approved such alterations at the end of the sixty (60) day period.

5. Other Provisions:

- There shall be no monolithic paving on the site.
- There shall be no subdivision of the Premises.

The burden of this Preservation Restriction, as set forth in Paragraphs 1 through 5 inclusive, shall run with the land and be binding upon the Grantor and all its heirs, successors and assigns. The right of enforcement of these restrictions shall be as provided in Massachusetts General Laws, Chapter 184, Section 32, as amended from time to time.

It is further agreed that the Grantees in no way assume any obligation for maintaining, repairing, or administering the Premises.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 17th day of November, 1980.

THE ALLEN SCHOOL AND HOUSE
PRESERVATION CORP.

By: Helen P. Levy
President

By: Thomas A. Kuman
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

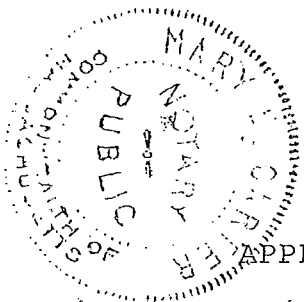
Nov 17, 1980

Then personally appeared the above named

xx Helen P. Levy xx and acknowledged the foregoing instrument to be the free act and deed of The Allen School and House Preservation Corp., before me,

Mary A. Carter
Notary Public

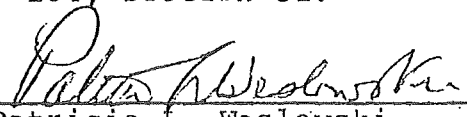
My commission expires: Feb 28, 1986



APPROVAL OF MASSACHUSETTS HISTORICAL COMMISSION

The undersigned Executive Director and Secretary of the Massachusetts Historical Commission hereby certifies that the

foregoing Preservation Restriction has been approved pursuant to
Massachusetts General Laws, Chapter 184, Section 32.



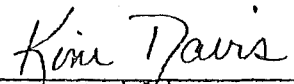
Patricia L. Weslowski
Executive Director and Secretary
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

25 November, 1980

Then personally appeared the above named Patricia L.
Weslowski, Executive Director and Secretary, and acknowledged the
foregoing approval to be the free act and deed of the
Massachusetts Historical Commission, before me,



Notary Public

My commission expires: *1 Dec. 1983*

ASSENT BY MORTGAGEE

The Newton Cooperative Bank which has its principal office at 305 Walnut Street, Newtonville, Massachusetts 02160, is Mortgagee on a Mortgage from The Allen House and School Preservation Corp., for the Nathaniel Topliff Allen Homestead property which is located at 35 Webster Street, West Newton, Massachusetts 02165. Said Mortgage is dated June 7, 1979 and is recorded with Middlesex South Registry of Deeds, Book 13710, Page 11. Said Mortgage hereby assents to the Preservation Restrictions granted by its Mortgagor, ALLEN HOUSE AND SCHOOL PRESERVATION CORPORATION, to the MASSACHUSETTS HISTORICAL COMMISSION and the CITY OF NEWTON, as set forth in the foregoing Preservation Restriction dated *November 17*, 1980, and to be recorded with the Middlesex South Registry of Deeds.

IN WITNESS WHEREOF said Mortgagee has hereunto set its hand and seal this *13th* day of *NOVEMBER*, 1980.

NEWTON COOPERATIVE BANK

By: *Robert W. Stevens, its Vice President*

STATE OF MASSACHUSETTS

Michalsky, SS.

November 13, 1980

Then personally appeared the above-named *ROBERT*

W. STEVENS VICE PRESIDENT

and acknowledged the foregoing instrument to
be the free act and deed of the Newton Cooperative Bank, before
me,

A circular notary seal for the State of New York, containing the text "NOTARY PUBLIC STATE OF NEW YORK" and a date "JUL 1 1983".
Notary Public

My Commission expires: 9/1/83